

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

BASIN BIT COMPANY, INC.,)	
)	
Plaintiff,)	
)	
vs.)	Case No. CIV-08-355-M
)	
J & J AIR DRILLING, INC., et al.,)	
)	
Defendants.)	

ORDER

Before the Court is plaintiff Basin Bit Company with its “Motion for Summary Judgment on Breach of Contract Claim Against J & J Air Drilling, Inc.” [docket no. 13], filed July 8, 2008. No response was filed by defendants.¹ As the matter is ripe for adjudication, the Court makes its determination.

On June 5, 2007, and continuing through February 28, 2008, plaintiff tendered certain oilfield materials and supplies in the amount of \$78,079.48 to defendant J & J Air Drilling, Inc. (“J & J”). Defendant J & J received and accepted the supplies; however, the provisions remain wholly unpaid. Furthermore, defendant J & J has never communicated any dissatisfaction or desire to return or otherwise reject the tendered supplies.

In this cause of action for breach of contract, plaintiff now moves for summary judgment on the basis that no dispute of material facts lies concerning whether (1) plaintiff tendered the subject oilfield materials and supplies to defendant J & J, and (2) defendant J & J received and accepted the same, and never revoked its acceptance of the materials submitted by plaintiff. Plaintiff asserts that summary judgment should be entered for plaintiff for the total amount of \$78,079.48, plus six


¹Pursuant to Local Civil Rule 56.1, the Court deems the statements of undisputed facts contained in plaintiff’s motion admitted for the purpose of summary judgment.

percent (6%) prejudgment interest, pursuant to Okla. Stat. tit. 15, § 266 and Okla. Stat. tit. 23, § 6. Plaintiff also requests attorney fees and costs.

Having carefully reviewed plaintiff's submission, as well as the court file, and viewing the evidence in the light most favorable to defendants, the Court finds that there is no material issue of fact for trial and that plaintiff is entitled to judgment as a matter of law. Specifically, the Court finds that plaintiff tendered the subject oilfield materials and supplies to defendant J & J and defendant J & J received and accepted the same, and never revoked its acceptance of the materials submitted by plaintiff.

For the reasons set forth in detail above, the Court GRANTS plaintiff's motion for summary judgment. A separate judgment will be entered forthwith.

IT IS SO ORDERED this 7th day of August, 2008.



VICKI MILES-LaGRANGE
UNITED STATES DISTRICT JUDGE